

Brian Hennessy (SBN 226721)
E-mail: BHennessy@perkinscoie.com

Perkins Coie LLP

101 Jefferson Drive
Menlo Park, CA 94025-1114
Telephone: (650) 838-4300
Facsimile: (650) 838-4350

Elizabeth L. McDougall, WA Bar No. 27026 (*pro hac pending*)

E-mail: EMcDougall@perkinscoie.com

Perkins Coie LLP

1201 Third Avenue, Suite 4800
Seattle, Washington 98101-3099
Telephone: (206) 359-8000
Facsimile: (206) 359-9000

Attorneys for Plaintiff
craigslist, Inc.

UNITED STATES DISTRICT COURT
NORTHERN DISTRICT OF CALIFORNIA
SAN FRANCISCO DIVISION

craigslist, Inc., a Delaware corporation,

Plaintiff,

v.

Living Easy Software LLC, and Does 1
through 25, inclusive,

Defendants.

**PLAINTIFF CRAIGSLIST, INC.'S
COMPLAINT FOR:**
(1) COPYRIGHT INFRINGEMENT,
17 U.S.C. § 101, et seq.; (2) VIOLATION OF
THE DIGITAL MILLENNIUM
COPYRIGHT ACT, 17 U.S.C. § 1201;
(3) VIOLATION OF THE COMPUTER
FRAUD AND ABUSE ACT, 18 U.S.C.
§1030; (4) VIOLATION OF CALIFORNIA
PENAL CODE § 502; (5) BREACH OF
CONTRACT; (6) INDUCING BREACH OF
CONTRACT; (7) INTENTIONAL
INTERFERENCE WITH CONTRACTUAL
RELATIONS; AND (8) FRAUD;

and

DEMAND FOR JURY TRIAL.

**ORIGINAL
FILED**

NOV 5 2008

RICHARD W. WIEKING
CLERK, U.S. DISTRICT COURT
NORTHERN DISTRICT OF CALIFORNIA

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I. INTRODUCTION

1
2 1. Defendants are engaged in the unauthorized copying and intentional abuse of
3 craigslist for Defendants' own illicit profit at the expense of craigslist and legitimate craigslist
4 users. Their ongoing activities burden craigslist's operating systems and impede the free local
5 online marketplace communities that craigslist provides and seeks to protect. craigslist brings
6 this action to stop Defendants' unauthorized and unlawful conduct, and to recover for the harm
7 and expenses to craigslist already incurred.

8 2. craigslist and its twenty-five employees operate the website, www.craigslist.org.
9 The website provides online localized classified ad placements and related online services.

10 3. craigslist serves millions of users in cities and communities around the world.

11 4. Other than small fees for job postings in ten cities and brokered apartment rentals
12 in New York City, craigslist provides its services to the public free of charge.

13 5. craigslist is committed to providing users with a forum that is easy to use. To this
14 end, it has developed online communities based on simplicity, speed, and uncluttered user
15 interface displays.

16 6. craigslist presents users with simple lists of classified ads by category for
17 geographic areas. The ads are posted by other craigslist users.

18 7. To post an ad, a user selects his or her geographic area, selects the appropriate
19 category, and posts his or her ad.

20 8. craigslist automatically places new ads at the top of the list of ads for the chosen
21 category within the selected geographic area. As new ads are posted, existing ads move
22 progressively down the list.

23 9. craigslist implemented this system to create a simple, fair and efficient
24 organization of posted ads, and this system is a foundational pillar of craigslist's operation and
25 service.

26 10. craigslist protects this system through its Terms of Use ("TOUs") and security
27 measures.
28

11. craigslist's TOUs govern all uses of craigslist services and the craigslist website. The TOUs include specific prohibitions against repetitiously posting an ad, posting an ad in multiple categories, posting an ad in multiple geographic areas, and posting by automated means. The TOUs also expressly prohibit the use of any form of automated device or computer program that enables the submission of postings on craigslist without each posting being manually entered, including, specifically, the use of automated posting devices to submit postings in bulk or at regular automated intervals.

12. craigslist protects its systems, services and users through numerous security measures. These measures include technological barriers to prevent repetitious and miscategorized or mislocated postings, and to preclude posting by automation.

13. Auto-posting software and services, including the software and services provided by Defendants, undermine craigslist's systems, organization and operation. Defendants sell software and services that enable users to repetitiously post duplicative ads on craigslist, in multiple categories on craigslist, and in multiple geographic areas on craigslist, and that purposefully circumvent craigslist security measures to do so.

14. In the course of these activities, Defendants have created copies of craigslist's copyrighted website and accessed craigslist's computer systems without and in excess of authorization. Defendants' activities burden craigslist's computer systems and personnel resources; they impair the efficiency, fairness and simplicity of craigslist services; and they harm and interfere with craigslist's relationship, reputation and goodwill with legitimate craigslist users.

II. JURISDICTION

15. This Court has jurisdiction over this action pursuant to:

- a. 28 U.S.C. §§ 1331 and 1338, because this action alleges violations of federal statutes, including 17 U.S.C. § 101, *et seq.*, 17 U.S.C. § 1201, and 18 U.S.C. § 1030;
- b. additionally or alternatively, 28 U.S.C. § 1332, because there may be complete diversity of citizenship between the parties which will be determined when the defendants are identified, and because the matter in controversy exceeds the sum or value of \$75,000, exclusive of interest and costs; and

1 c. 28 U.S.C. § 1367 (supplemental jurisdiction), because the claims alleged
2 under state law are so related to claims in this action over which this Court has original
3 jurisdiction that they form part of the same case or controversy under Article III of the United
4 States Constitution.

5 III. VENUE

6 16. Venue is proper in this District under 28 U.S.C. § 1391, because a substantial part
7 of the events or omissions giving rise to the claims occurred in this District, Defendants used
8 craigslist's computers and services to transact their affairs, craigslist is located in this District, and
9 a substantial part of craigslist's property, which was targeted and damaged by Defendants' acts, is
10 situated in this District.

11 17. In addition, the TOUs governing Defendants' access to and use of the craigslist
12 website and craigslist's services provide that courts located within the county of San Francisco,
13 California, shall have exclusive jurisdiction over the relationship between craigslist and
14 Defendants.

15 18. Intradistrict Assignment is proper in the San Francisco Division of this Court
16 pursuant to Civil Local Rules 3-5(b) and 3-2(c) for the reasons stated above.

17 IV. THE PARTIES

18 19. craigslist, Inc. is a Delaware corporation, with its principal and sole place of
19 business in San Francisco, California.

20 20. craigslist is informed and believes, and on that basis alleges, that Defendant Living
21 Easy Software LLC is a limited liability company with its principal place of business located at
22 132 Rachel Rd, Kennewick, Washington 99338.

23 21. Does 1-25 are persons or entities responsible in whole or in part for the
24 wrongdoing alleged herein ("Doe Defendants"). craigslist is informed and believes, and based
25 thereon, alleges that each of the Doe Defendants participated in, ratified, endorsed, or was
26 otherwise involved in the acts complained of, and that they have liability for such acts. craigslist
27 will amend this Complaint if and when the identities of such persons or entities and/or the scope
28 of their actions become known.

22. Defendant Living Easy Software LLC and the Doe Defendants are referred to collectively in this Complaint as "Defendants."

V. FACTS GIVING RISE TO ALL CLAIMS FOR RELIEF

A. CRAIGSLIST BACKGROUND

23. craigslist started in San Francisco, California, in 1995. It was originally an email list by Craig Newmark about events in and around the San Francisco Bay Area for his friends and acquaintances. However, it quickly gained in popularity and scope as a forum for free local online classified ads and incorporated in 1999.

24. craigslist remains headquartered in San Francisco to date. It has twenty-five employees, all in San Francisco, and the servers on which the craigslist websites operate are located primarily in San Francisco.

25. Today, the craigslist website – www.craigslist.org – is world renown. It provides free localized online classified ad services in over 500 cities in more than 50 countries, and is one of the most visited websites in the world. In the United States, craigslist's website is visited more than 10 billion times by more than 30 million users each month.

B. CRAIGSLIST'S WEBSITE AND CLASSIFIED AD SERVICES

26. craigslist allows users to review or post online local classified advertisements for various categories of products and services on the craigslist website.

27. The website is organized first by geographic area, and then by category of product or service within a geographic area. This organizational system ensures that craigslist remains a *localized* service so buyers know they will find products and services available in their communities. It also ensures that craigslist remains an *efficient* service so buyers' searches for particular types of products and services are not littered with irrelevant postings.

28. The categories within each geographic area (for example, jobs, personals, housing, furniture, cars, clothes, and vehicles) are displayed on discrete webpages as lists of posted ads.

29. An ad appears in a category list identified by a descriptive title created by the user who posted the ad.

30. When a new ad is posted, it is automatically placed at the top of the selected category list in the chosen geographic area. Existing ads move progressively lower in the list as new ads are posted at the top.

31. This prioritization was implemented by craigslist as a simple method to achieve fair and efficient service to both buyers and sellers using craigslist. Every seller's ad receives initial positioning at the top of its list, and buyers seeking a product or service within a category see the most current ads first.

C. CRAIGSLIST'S TOUs

32. craigslist's services and the craigslist website are governed by TOUs. The TOUs are posted on the craigslist website, and users must affirmatively accept the TOUs to post ads on craigslist and to create an account on craigslist.

33. The TOUs grant users a limited, revocable, nonexclusive license to access the craigslist website and use craigslist's services. The license limits the authorized uses of the website and services, and identifies types of uses that are not authorized.

34. The TOUs also set out penalties for particular violations of their terms and the craigslist's license.

35. At all times relevant, the TOUs have, without limitation, prohibited the following activities:

- Repeatedly posting the same or similar content;
- Posting the same item or service in more than one category;
- Posting the same item or service in more than one geographic area;
- Posting ads on behalf of others, causing ads to be posted on behalf of others, and accessing craigslist services to facilitate posting ads on behalf of others;
- Using a Posting Agent (a third-party agent, service, or intermediary that offers to post content to craigslist on behalf of others) to post ads;
- Attempting to gain unauthorized access to craigslist's computer systems or engaging in any activity that disrupts, diminishes the quality of, interferes with the performance of, or impairs the functionality of, craigslist's services or the craigslist website;
- Using any automated device or computer program that enables postings without each posting being entered manually (an "automated posting device"), including,

1 without limitation, the use of any automated posting device to submit postings in
2 bulk;

- 3 • Making available content that uses automated means (e.g., spiders, robots,
4 crawlers, data mining tools, and the like) to download data from craigslist; and
- 5 • Sending unsolicited email advertisements to craigslist email addresses or through
6 craigslist computer systems.

7 36. The TOUs are attached to this Complaint as Exhibit A and incorporated into the
8 Complaint as if fully set forth herein.

9 **D. POSTING ADS ON CRAIGSLIST**

10 37. At the outset, a visitor to the craigslist website must select the geographic area in
11 which they wish to find or post an ad.

12 38. Upon clicking the selected geographic area option, the user is presented with a
13 webpage specific to that geographic area. From that webpage, a user seeking to post an ad must
14 click a link titled "post to classifieds."

15 39. The user then chooses the type of posting they want to place from a list presented
16 by craigslist for that geographic area (for example, job offered, housing offered, housing wanted,
17 for sale, item wanted, personal/romance, or community). A yellow highlighted notice at the top
18 of this webpage reminds users, as stated in the TOUs, that "cross-posting to multiple cities or
19 categories is not allowed."

20 40. After selecting the type of posting, the user is presented with a list of categories for
21 posting ads in that geographic area (for example, categories under "for sale" ads include, without
22 limitation, auto parts, bicycles, boats, collectibles, electronics, jewelry, musical instruments, and
23 tools), and must select the appropriate category for his or her ad.

24 41. After selecting the appropriate category, the user specifies from a list the nearest
25 location within the geographic area, but a notice at the top of this webpage also alerts the users
26 that "*there is no need to cross-post to more than one area - doing so may get you flagged and/or
27 blocked - thanks!*"

1 42. On the subsequent page, the user creates the title, price, description and other
2 details for the ad, and provides an email address for replies to the ad. (craigslist anonymizes the
3 email address when the ad is posted and relays replies to the user's genuine email address.)

4 43. After verifying the content of the ad, the user is required to affirmatively accept
5 craigslist's TOUs before the ad is posted.

6 44. If the user chooses to decline the TOUs, the ad is not posted.

7 45. If the user accepts the TOUs, the user receives a screen display that requires the
8 user to respond to a CAPTCHA challenge (explained below). If the CAPTCHA challenge is
9 successfully completed, an email is sent to the user's email address with links that allow the user
10 to finally post, edit or delete the ad.

11 46. To help users manage ads for different products and services, craigslist enables
12 users to create an account with craigslist.

13 47. To create a craigslist account, a user must provide a valid email address and
14 affirmatively accept craigslist's TOUs.

15 48. Users with a craigslist account can post ads through an abbreviated process using
16 their account.

17 **E. CRAIGSLIST SECURITY MEASURES**

18 49. craigslist employs a number of security measures to protect the craigslist website,
19 the integrity and operation of craigslist's systems and services, and craigslist users.

20 50. One measure is the creation of temporary, anonymous email addresses for replies
21 to ads posted by users.

22 51. craigslist assigns a unique craigslist email address, in the form of sale-
23 xxxxxxxx@craigslist.org, to each advertisement posted by a user. Emails sent to this craigslist
24 email address are automatically forwarded by craigslist to the user's personal email address
25 (provided when the user posts the ad or creates a craigslist account).

26 52. This system avoids publication of users' personal email addresses, but still allows
27 users to receive replies in their personal email accounts. It protects users' privacy and makes it
28 more difficult for spammers to obtain users' email addresses.

1 53. Another security measure employed by craigslist is the use of a verification
2 program commonly known as CAPTCHA ("Completely Automated Public Turing test to tell
3 Computers and Humans Apart"). CAPTCHA is designed to ensure that a human, not a machine,
4 completes a certain task.

5 54. craigslist uses a CAPTCHA to ensure that ads are posted manually (as required by
6 the TOUs) and not by automated means.

7 55. When a user creates an account or posts an ad, the user is presented with a
8 webpage displaying a challenge-response test that appears in the form of a box containing
9 partially obscured characters that the user must type into a designated box – this is the
10 CAPTCHA. As shown in the example below, in craigslist's CAPTCHA, the characters of words
11 are obscured so a person can read them, but computer programs, bots and other automated
12 devices usually cannot.



15
16
17 56. If the CAPTCHA is not timely solved, the post or creation of an account on
18 craigslist cannot be completed.

19 57. A further security measure employed by craigslist is telephone verification.

20 58. This measure is designed to prevent repetitious, unauthorized, unlawful and
21 abusive postings on craigslist by requiring a valid telephone number in order to post ads in certain
22 categories.

23 59. When telephone verification is mandated, craigslist requires the user to enter a
24 valid telephone number in a specified box on the craigslist website. craigslist then sends a
25 temporary passcode to that telephone number, and the user must enter the temporary password on
26 the craigslist website. Once a telephone number has been verified, it may be used to post ads to
27 craigslist. craigslist periodically requires re-verification of these accounts.
28

1 60. If the telephone number is not verified, the post cannot be completed.

2 61. craigslist also uses various technological tools to detect and remove ads that have
3 been abusively cross posted in multiple categories or multiple areas, or that are repetitively posted
4 to stay at or near the top of a chosen list or lists.

5 **F. CRAIGSLIST'S COPYRIGHTS**

6 62. As noted at the outset, craigslist is committed to providing users with an easy-to-
7 understand, easy-to-navigate forum to post and locate ads in local communities. To that end, the
8 craigslist website provides uncluttered interfaces and displays for user input, searches and results.

9 63. craigslist's website is, by design, uniquely distinctive in its clarity, composition
10 and simplicity. Among the significant unique elements of the craigslist's website are the clear and
11 simple craigslist account registration and log in features, and the clear and simple post to
12 classified features.

13 64. The website is a badge of craigslist's promise to provide local online marketplace
14 communities that are predominantly free, friendly and easy to use. The simplicity and clarity of
15 the craigslist website are fundamental to craigslist's reputation and garner substantial and valuable
16 goodwill with users.

17 65. As an online venture, the intellectual property related to the craigslist website is a
18 vital asset to craigslist.

19 66. craigslist's website is a work of authorship protected by copyright law.

20 67. craigslist owns all right, title and interest, including copyrights, in and to its
21 website, including, but not limited to, the post to classifieds, account registration and account log
22 in expressions and compilations.

23 68. The craigslist website displays copyright notices.

24 69. craigslist has registered copyrights in its website, including, but not limited to, the
25 post to classifieds, account registration and account log-in features of the website. These
26 registrations include:

Reg. No.	Reg. Date	Title
TX0006866660	September 19, 2008	Accounts.craigslist.org 2004.
TX0006866658	September 19, 2008	Accounts.craigslist.org 2008.
TX0006866657	September 19, 2008	Craigslist website 2006.
TX0006866662	September 19, 2008	Post.craigslist.org 2004.
TX0006866661	September 19, 2008	Post.craigslist.org 2008.

G. ILLICIT POSTING SOFTWARE AND SERVICES

70. Illicit auto-posting software and services threaten craigslist's simple, fair and efficient classified ad posting and listing system. Auto-posting software and services enable craigslist users to repetitiously post duplicative ads within a category on craigslist to keep the ad at or near the top of the category list. They also enable postings in multiple categories on craigslist and in multiple geographic areas.

71. Auto-posting software and services load craigslist's classified ad services with hundreds or thousands, or more, ads that are redundant, miscategorized and/or mislocated.

72. Repetitious posting of an ad, posting an ad in multiple categories, and posting an ad in more than one geographic area are all prohibited by the craigslist TOUs. The TOUs also expressly prohibit the use of any automated posting devices, including, but not limited to computer programs, that enable posting ads without manually entering each one.

73. Auto-posting disrupts craigslist's services by clogging craigslist categories with numerous advertisements for the same products or services or ads for irrelevant products or services. Auto-posting activities degrade craigslist user experiences and cause harm to craigslist's reputation as a fast, efficient, and fair platform for sellers to advertise and buyers to locate local items and services.

74. For example, auto-posting impairs the efficiency and ease-of-use of craigslist services for legitimate users by causing category lists to display duplicative ads that users are forced to sift through to find legitimate ads. Ads that are repeatedly auto posted also inequitably displace new ads legitimately placed at the top of a category list. Additionally, auto-posting ads

1 in multiple categories or multiple geographic areas subverts users' expectations that they will find
2 only ads regarding particular products or services within a certain category and that they will find
3 only ads for *local* products or services within a given geographic area.

4 75. Auto-posting imposes heavy burdens on craigslist's computer systems and
5 personnel. It creates heightened demands on craigslist's computers and systems, and causes
6 craigslist to expend time and resources and to incur additional costs in order to provide its users
7 with reliable, efficient service. But for craigslist's efforts and expenditures to thwart auto-posting
8 and its impacts, auto-posting would cause craigslist's computers and systems to operate
9 inefficiently, take longer to respond to legitimate users' requests, and become overwhelmed and
10 potentially fail.

11 76. To continue to profit from their sale of unauthorized, unlawful auto-posting
12 software and services despite craigslist's effort to bar them, Defendants intentionally circumvent
13 technological security measures implemented by craigslist to stop auto-posting. They have
14 circumvented tracking systems, CAPTCHAs, and telephone verification, among others. Indeed,
15 whenever craigslist implements a new preventive measure, Defendants appear deterred only as
16 long as it takes them to devise furtive means to circumvent the new measure.

17 **H. DEFENDANTS' AUTO-POSTING SOFTWARE AND SERVICES**

18 77. Defendants, operating www.livingeasysoftware.com, sell "automated posting
19 devices" as defined in craigslist's TOUs. They sell computer software, entitled "Ad Master," and
20 other automated devices and related services that enable the submission of postings on craigslist
21 without each posting being entered manually, including, but not limited to, the automated
22 submission of postings in bulk that circumvent craigslist security measures, including, but not
23 limited, to CAPTCHAs and telephone verification.

24 78. Defendants advertise the "Ad Master" as follows: "There's no longer any need to
25 post by hand! No longer do you have to babysit your 'automated posting' tool. That's right, the
26 first Craigslist Posting tool that you can truly set it and forget it." The "Ad Master" includes the
27 following features:
28

- Post Ads in multiple cities, multiple categories.
- All aspects of ad posting automatically handled!
- Automatically log in and out of Craigslist accounts!
- Automatically publish your ads as it's posting, INCLUDED!
- Free GMail Creator, INCLUDED!
- Free Craigslist Account Creator, INCLUDED!
- Automatic Captcha Decoder in collaboration with CaptchaHawk for all new captcha images
- IP Cyler can disconnect and reconnect most internet types (dial-up networking based) with ease, INCLUDED!
- First Class support, and excellent support page!

79. Defendants charge customers \$197 for the "Ad Master."

80. Defendants also provide "CaptchaHawk Service Plans," which enable craigslist users to bypass craigslist's CAPTCHA security device.

81. Defendants provide "CaptchaHawk Service Plans" for prices ranging from "1,250 captchas a month for only \$25/monthly (\$.02 per captcha)" to "200,000 captchas a month for only \$1,400/monthly (\$.007 per captcha)."

82. In addition, Defendants offer "Phone Verified Accounts."

83. Defendants advertise as follows: "In cooperation with Trinova, we are now pleased to offer both Phone Numbers (for those who want to create their own accounts), or pre-made phone verified Craigslist accounts at an incredible price! You can **purchase phone verified accounts for as low as \$6 per account!!!!**" (Emphasis in original.)

84. Defendants offer the Phone Verified Accounts for prices varying from \$100 for 5 phone-verified craigslist accounts to \$6,000 for 1000 phone-verified craigslist accounts.

85. On information and belief, Defendants accessed and copied the craigslist website (including, but not limited to, creation of cached copies of the website) to develop, test, implement, use and provide their "Ad Master" software, and other auto-posting software, programs, devices and services.

1 86. These acts of access and copying were unauthorized or in excess of authorized
2 access to the craigslist website, services, computers and systems.

3 87. On information and belief, Defendants continue to access and copy the craigslist
4 website (including, but not limited to, creation of cached copies of the website) to operate,
5 maintain and update their auto-posting software, programs, devices and services.

6 88. These acts of access and copying were and are unauthorized or in excess of
7 authorization to the craigslist website, services, computers and systems.

8 89. On information and belief, Defendants were required to affirmatively agree to and
9 accept, and did affirmatively agree to and accept, craigslist's TOUs at one or more times when
10 they accessed the craigslist website and ad posting services.

11 90. On information and belief, each time Defendants affirmatively accepted and
12 agreed to abide by craigslist's TOUs, Defendants intended to violate the TOUs and concealed
13 their intent to violate the TOUs from craigslist.

14 91. Defendants' actions are knowing, intentional, willful, malicious and fraudulent.

15 92. On information and belief, Defendants do not disclose to their customers that their
16 services are unlawful and violate the craigslist TOUs.

17 93. Defendants knowingly, willfully, intentionally, fraudulently and maliciously
18 induce, encourage and assist craigslist users to abuse craigslist systems and services and violate
19 the craigslist TOUs.

20 **I. CRAIGSLIST'S INJURIES**

21 94. Defendants' actions and activities burden, interfere with and harm craigslist's
22 systems, services, and resources; burden, interfere with and harm the use of craigslist by
23 legitimate users; burden, interfere with and harm craigslist's relationship, reputation and goodwill
24 with legitimate users; and violate numerous provisions of the TOUs.

25 95. Defendants have caused craigslist to incur substantial costs to investigate,
26 remediate, prevent and combat Defendants' auto-posting software, programs, devices and
27 services and Defendants' unauthorized access to and use of craigslist's systems and services, and
28

1 to investigate, remediate and prevent harm to craigslist's computer systems and services caused
2 by the Defendants.

3 96. For example, the increased load and burden on craigslist's servers, and the burden
4 on craigslist's personnel resources to develop counter measures, investigate incidents, remove
5 unauthorized ads, and address user complaints as a result of auto-posting, cost craigslist well in
6 excess of \$5,000 per year.

7 97. Damages and losses incurred by craigslist include, without limitation, interference
8 with craigslist's load balancing; interference with proper and efficient service to legitimate users;
9 requiring craigslist to undertake extraordinary actions to monitor and enhance website
10 infrastructure; and significantly increasing costs of data storage, troubleshooting, customer
11 service, and system maintenance.

12 98. Furthermore, the harm to craigslist's relationships, reputation and goodwill with
13 legitimate users is real and irreparable.

14 99. For example, users have blamed craigslist for interference with the fair and
15 efficient operation of craigslist services caused by illicit auto-posting, and have accused craigslist
16 of conspiring with parties responsible for auto-posting, like Defendants. Users who become
17 frustrated by auto-posting abuses on craigslist may stop using craigslist and never return. Such
18 injuries to craigslist cannot be compensated by monetary damages and are irreparable.

19 100. In a further effort to deter precisely the kind of activity in which Defendants are
20 engaged, the craigslist TOUs include a liquidated damages provision to compensate craigslist for
21 harm and injury from certain unauthorized and prohibited activities.

22 101. Under the TOUs' liquidated damages provision, as a result of their violations,
23 Defendants are liable to craigslist for, among other relief and remedies, the following amounts:

- 24 • \$1,000 for each post or message that impersonated any person or entity, or falsely
25 stated the affiliation of the sender with another person or entity;
- 26 • \$100 for each message posted in excess of limits established by craigslist or each
27 day that craigslist is accessed after craigslist terminates access to or use of the
28 service; and
- \$100 for each and every item posted by a posting agent.

102. craigslist is entitled to an injunction to stop Defendants' unlawful activities and the irreparable harm they are causing craigslist. craigslist is also entitled to monetary damages, including, but not limited to, liquidated damages, to compensate for the quantifiable harm and injury Defendants have caused and continue to cause craigslist.

VI. CLAIMS FOR RELIEF

FIRST CLAIM FOR RELIEF COPYRIGHT INFRINGEMENT (DIRECT, VICARIOUS AND CONTRIBUTORY) 17 U.S.C. § 101, *ET SEQ.*

103. craigslist realleges and incorporates by reference all of the preceding paragraphs.

104. craigslist owns and has registered copyrights in its website and specific portions thereof.

105. Defendants had and have access to craigslist's website.

106. Defendants have copied and/or created derivative works from craigslist's website and/or portions thereof, and continue to do so.

107. Defendants' copies and/or derivative works are substantially similar to craigslist's original copyright-protected website.

108. The copies and/or derivative works created by Defendants are unauthorized.

109. At all times relevant, Defendants obtained a direct financial benefit from the infringement and had the right and ability to control the infringing conduct, and/or intentionally induced, encouraged, caused or materially contributed to the infringement.

110. The foregoing acts of Defendants constitute direct infringement, vicarious infringement and/or contributory infringement of craigslist's exclusive rights in its copyrighted works under 17 U.S.C. § 106.

111. Upon information and belief, Defendants' actions were and are intentional, willful, wanton and performed in disregard of craigslist's rights.

112. craigslist has been and will continue to be damaged, and Defendants have been unjustly enriched, by Defendants' unlawful infringement of craigslist's copyrighted works in an amount to be proven at trial.

113. Defendants' conduct also has caused irreparable and incalculable harm and injuries to craigslist, and, unless enjoined, will cause further irreparable and incalculable injury, for which craigslist has no adequate remedy at law.

114. craigslist is entitled to the relief provided by 17 U.S.C. §§ 502-505, including, but not limited to, injunctive relief, an order for the impounding and destruction of all Defendants' infringing copies and/or derivative works, compensatory damages (including, but not limited to actual damages and/or Defendants' profits), statutory damages, punitive damages, and craigslist's costs and attorneys' fees in amounts to be determined at trial.

SECOND CLAIM FOR RELIEF
VIOLATION OF THE DIGITAL MILLENNIUM COPYRIGHT ACT ("DMCA")
17 U.S.C. § 1201, *ET SEQ.*

115. craigslist realleges and incorporates by reference all of the preceding paragraphs.

116. craigslist has registered copyrights in its website and specific portions thereof.

117. craigslist employs numerous technological measures, including, but not limited to, identification of recurrent IP addresses, CAPTCHAs, and telephone verification systems, to effectively protect and control access to and use of its copyrighted website and/or portions thereof.

118. Defendants have circumvented and are circumventing technological measures that effectively control access to craigslist's copyrighted website and/or portions thereof.

119. On information and belief, Defendants manufacture, import, provide, offer to the public, or otherwise traffic in technology, products, services, devices, components, or parts thereof, that are primarily designed or produced for the purpose of circumventing technological measures and/or protection afforded by technological measures that effectively control access to craigslist's copyrighted website and/or portions thereof.

120. On information and belief, Defendants' technology, products, services, devices, components, or parts thereof have limited or no commercially significant purpose or use other than to circumvent technological measures that effectively control access to the craigslist website and/or portions thereof.

121. On information and belief, Defendants and/or others acting in concert with Defendants market such technology, products, services, devices, components, or parts thereof with Defendants' knowledge for use in circumventing technological measures that effectively control access to the craigslist website and/or portions thereof.

122. craigslist has been and will continue to be damaged in an amount not presently known with certainty, but which will be proven at trial.

123. Defendants' conduct also has caused irreparable and incalculable harm and injuries to craigslist, and, unless enjoined, will cause further irreparable and incalculable injury, for which craigslist has no adequate remedy at law.

124. craigslist is entitled to the range of relief provided by 17 U.S.C. §§ 1201-1203, including, but not limited to, injunctive relief, compensatory damages or statutory damages, punitive damages, and craigslist's costs and attorneys' fees in amounts to be proven at trial.

THIRD CLAIM FOR RELIEF
VIOLATION OF COMPUTER FRAUD AND ABUSE ACT
18 U.S.C. § 1030

125. craigslist realleges and incorporates by reference all of the preceding paragraphs.

126. craigslist's computers are involved in interstate and foreign commerce and communication, and are protected computers under 18 U.S.C. § 1030(e)(2).

127. On information and belief, Defendants intentionally accessed craigslist's computers without authorization or in excess of authorized access, and through interstate or foreign communication, obtained information from craigslist's computers in violation of the Computer Fraud and Abuse Act ("CFAA"), 18 U.S.C. § 1030(a)(2)(C).

128. On information and belief, Defendants knowingly and with intent to defraud, accessed craigslist's computers without authorization or in excess of authorized access, and thereby furthered the intended fraud and obtained services of value (other than use of the computers) in violation of the CFAA, 18 U.S.C. § 1030(a)(4).

129. On information and belief, Defendants intentionally accessed craigslist's computers without authorization and caused and/or recklessly caused damage in violation of the CFAA, 18 U.S.C. § 1030(a)(5)(A)(ii) and (iii).

130. Defendants' actions have caused loss to one or more persons, including, but not limited to, craigslist, in a one year period aggregating at least \$5,000 in value in accordance with the CFAA, 18 U.S.C. § 1030(a)(5)(B)(i).

131. Defendants' conduct has also caused irreparable and incalculable harm and injuries to craigslist, and, unless enjoined, will cause further irreparable and incalculable injury, for which craigslist has no adequate remedy at law.

132. Under the CFAA, 18 U.S.C. § 1030(g), craigslist is entitled to injunctive relief, compensatory damages, and other equitable relief.

FOURTH CLAIM FOR RELIEF
VIOLATION OF CAL. PEN. CODE § 502

133. craigslist realleges and incorporates by reference all of the preceding paragraphs.

134. craigslist is the owner or lessee of the computers, computer systems, computer network, computer programs, and data that operate the craigslist website and services.

135. Defendants have knowingly accessed and without permission used craigslist data, computers, computer systems and/or computer network in order to devise and/or execute a scheme to defraud and deceive in violation of California Penal Code § 502(c)(1).

136. Defendants have knowingly accessed and without permission taken, copied, and/or made use of data from craigslist computers, computer systems and/or computer network in violation of California Penal Code § 502(c)(2).

137. Defendants have knowingly and without permission used or caused to be used craigslist's computer services in violation of California Penal Code § 502(c)(3).

138. Defendants have knowingly and without permission accessed and added data to craigslist computers, computer systems and/or computer network in violation of California Penal Code § 502(c)(4).

139. Defendants have knowingly and without permission disrupted or caused the disruption of craigslist's computer services and/or have knowingly and without permission denied or caused the denial of computer services to authorized users of craigslist's computers, computer services and/or computer network in violation of California Penal Code § 502(c)(5).

1 140. Defendants have knowingly and without permission provided or assisted in
2 providing a means of accessing craigslist computers, computer systems, and/or computer network
3 in violation of California Penal Code § 502(c)(6).

4 141. Defendants have knowingly and without permission accessed or caused to be
5 accessed craigslist computers, computer systems, and/or computer network in violation of
6 California Penal Code § 502(c)(7).

7 142. craigslist has suffered and continues to suffer damage as a result of Defendants'
8 violations of the California Penal Code § 502 identified above.

9 143. Defendants' conduct also has caused irreparable and incalculable harm and injuries
10 to craigslist (including, but not limited to, craigslist's reputation and goodwill), and, unless
11 enjoined, will cause further irreparable and incalculable injury, for which craigslist has no
12 adequate remedy at law.

13 144. Defendants willfully violated California Penal Code § 502 in disregard and
14 derogation of craigslist's rights and the rights of legitimate craigslist users, and their actions as
15 alleged above were carried out with oppression, fraud and malice.

16 145. Pursuant to California Penal Code § 502(e), craigslist is entitled to injunctive
17 relief, compensatory damages, punitive or exemplary damages, attorneys' fees, costs and other
18 equitable relief.

19 **FIFTH CLAIM FOR RELIEF**
20 **BREACH OF CONTRACT**

21 146. craigslist realleges and incorporates by reference all of the preceding paragraphs.

22 147. Use of the craigslist website and use of craigslist services are governed by and
23 subject to the TOUs.

24 148. At all relevant times, the main craigslist homepage and the homepage for each
25 geographic region have provided links to the TOUs.

26 149. In addition, users are presented with the TOUs and must affirmatively accept the
27 TOUs to register for a craigslist account to post ads.
28

150. In addition, users are presented with the TOUs and must affirmatively accept the TOUs before they can post an ad without an account.

151. On information and belief, Defendants affirmatively accepted and agreed to the TOUs.

152. On information and belief, Defendants have repeatedly accessed and used craigslist's website and services, and thereby accepted the TOUs.

153. On information and belief, Defendants affirmatively accepted the TOUs by clicking the "ACCEPT the terms of use" option (not the "DECLINE the terms of use" option) when they set up accounts on craigslist.

154. On information and belief, Defendants affirmatively accepted the TOUs by clicking the "ACCEPT the terms of use" option (not the "DECLINE the terms of use" option) when they posted ads on craigslist.

155. The TOUs are binding on Defendants.

156. Defendants' actions, as described above, have willfully, repeatedly and systematically breached the TOUs.

157. craigslist has performed all conditions, covenants, and promises required of it in accordance with the TOUs.

158. Defendants' conduct has damaged craigslist, and caused and continues to cause irreparable and incalculable harm and injury to craigslist.

159. craigslist is entitled to injunctive relief, compensatory damages, liquidated damages under the TOUs, attorneys' fees, costs and/or other equitable relief.

SIXTH CLAIM FOR RELIEF
INDUCING BREACH OF CONTRACT

160. craigslist realleges and incorporates by reference all of the preceding paragraphs.

161. craigslist's TOUs constitute a valid and existing contract between craigslist and craigslist users.

162. Defendants had knowledge of the TOUs and of the valid and existing contract between craigslist and craigslist users created by the TOUs.

163. Defendants intended to induce users to breach their contract with craigslist.

164. Users who were induced to utilize Defendants' products and services did in fact breach the TOUs by acts, including, but not limited to:

- Repeatedly posting the same or similar content;
- Posting the same item or service in more than one category;
- Posting the same item or service in more than one geographic area;
- Gaining unauthorized access to craigslist's computer systems; and
- Using "automated posting devices" to post to craigslist.

165. These breaches of the TOUs were caused by Defendants' unjustified and wrongful conduct.

166. Defendants' conduct has damaged craigslist, and caused and continues to cause irreparable and incalculable harm and injury to craigslist.

167. craigslist is entitled to injunctive relief, compensatory damages, liquidated damages under the TOUs, attorneys' fees, costs and/or other equitable relief.

168. craigslist is informed and believes that Defendants' conduct was undertaken with the intent to injure craigslist, or with a willful and conscious disregard of craigslist's rights, and constitutes clear and convincing evidence of oppression, fraud and malice under California Civil Code § 3294. As a result, craigslist is entitled to an award of punitive damages against Defendants in an amount sufficient to deter them from future misconduct.

SEVENTH CLAIM FOR RELIEF **INTENTIONAL INTERFERENCE WITH CONTRACTUAL RELATIONS**

169. craigslist realleges and incorporates by reference all of the preceding paragraphs.

170. craigslist's TOUs constitute a valid and existing contract between craigslist and craigslist users.

171. Defendants had knowledge of the TOUs and of the valid and existing contract between craigslist and craigslist users created by the TOUs.

172. Defendants committed intentional and unjustified acts designed to interfere with or disrupt the contract between craigslist and craigslist users.

173. Defendants caused actual interference with or disruption of relationships between craigslist and craigslist users.

174. Defendants' conduct has damaged craigslist, and caused and continues to cause irreparable and incalculable harm and injury to craigslist.

175. craigslist is entitled to injunctive relief, compensatory damages, liquidated damages under the TOUs, attorneys' fees, costs and/or other equitable relief.

176. craigslist is informed and believes that Defendants' conduct was undertaken with the intent to injure craigslist, or with a willful and conscious disregard for craigslist's rights, and constitutes clear and convincing evidence of oppression, fraud and malice under California Civil Code § 3294. As a result, craigslist is entitled to an award of punitive damages against Defendants in an amount sufficient to deter them from future misconduct.

EIGHTH CLAIM FOR RELIEF
FRAUD

177. craigslist alleges and incorporates by reference all of the preceding paragraphs.

178. On information and belief, Defendants have repeatedly accessed and used craigslist's website and services, including, but not limited to, the post to classified, account registration and account log in portions and services of the website, and, in doing so, represented to craigslist that they would comply with the TOUs, and thus that they would not, among other things, use automated devices, post duplicative ads, post ads in multiple categories or multiple geographic areas, or otherwise abuse or interfere with the website or services.

179. On information and belief, Defendants affirmatively accepted the TOUs by clicking the "ACCEPT the terms of use" option (not the "DECLINE the terms of use" option) when they set up accounts on craigslist, and thereby expressly represented to craigslist that they would comply with the TOUs, and thus that they would not, among other things, use automated devices, post duplicative ads, post ads in multiple categories or multiple geographic areas, or otherwise abuse or interfere with the website or services.

180. On information and belief, Defendants affirmatively accepted the TOUs by clicking the "ACCEPT the terms of use" option (not the "DECLINE the terms of use" option)

1 when they posted ads on craigslist, and thereby expressly represented to craigslist that they would
2 comply with the TOUs, and thus that they would not, among other things, use automated devices,
3 post duplicative ads, post ads in multiple categories or multiple geographic areas, or otherwise
4 abuse or interfere with the website or services.

5 181. craigslist reasonably relied on Defendants' representations to provide Defendants
6 with access to portions of the craigslist website and access to certain services offered on the
7 craigslist website.

8 182. Defendants' representations that they would comply with the TOUs were false.

9 183. Defendants have accessed and used the craigslist website and services, and, when
10 they accepted the TOUs, they intended to, and did, access and use the craigslist website and
11 services, in violation of the TOUs as described above.

12 184. On information and belief, when Defendants accepted the TOUs and accessed and
13 used craigslist's website and services, they concealed from craigslist their true intent to violate the
14 TOUs.

15 185. As a result of Defendants' fraudulent representations and omissions, Defendants
16 obtained information about the structure and operating features of craigslist's website and services
17 to enable them to design, test and operate their auto-posting software and services and related
18 devices.

19 186. Defendants' conduct has damaged craigslist, and caused and continues to cause
20 irreparable and incalculable harm and injury to craigslist.

21 187. craigslist is entitled to injunctive relief, compensatory damages, liquidated
22 damages under the TOUs, attorneys' fees, costs and/or other equitable relief.

23 188. craigslist is informed and believes that Defendants' conduct was undertaken with
24 the intent to injure craigslist, or with a willful and conscious disregard for craigslist's rights, and
25 constitutes clear and convincing evidence of oppression, fraud and malice under California Civil
26 Code § 3294. As a result, craigslist is entitled to an award of punitive damages against
27 Defendants in an amount sufficient to deter them from future misconduct.
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VII. PRAYER FOR RELIEF

WHEREFORE, plaintiff craigslist, Inc. prays for the following relief:

1. A preliminary injunction and permanent injunction enjoining and restraining all Defendants, their employees, representatives, agents, and all persons or entities acting in concert with them during the pendency of this action and thereafter perpetually from:

(a) Manufacturing, developing, creating, adapting, modifying, exchanging, offering, distributing, selling, providing, importing, trafficking in, or using any automated device or computer program (including, but not limited to, any technology, product, service, device, component, or part thereof) that enables postings on craigslist without each posting being entered manually;

(b) Manufacturing, developing, creating, adapting, modifying, exchanging, offering, distributing, selling, providing, importing, making available, trafficking in, or using content that uses automated means (including, but not limited to, spiders, robots, crawlers, data mining tools, and data scraping tools) to download or otherwise obtain data from craigslist;

(c) Engaging in any activity that disrupts, diminishes the quality of, interferes with the performance of, or impairs the functionality of, craigslist's services or the craigslist website;

(d) Copying, distributing, displaying, creating derivative works or otherwise using protected elements of craigslist's copyrighted website (located at www.craigslist.org), including, but not limited to, the website's post to classifieds, account registration and account log in expressions and compilations, and from inducing, encouraging, causing or materially contributing to any other person or entity doing the same;

(e) Circumventing technological measures that control access to craigslist's copyrighted website and/or portions thereof (including, but not limited to, CAPTCHAs and RE-CAPTCHAs), and from inducing, encouraging, causing or materially contributing to any other person or entity doing the same;

(f) Manufacturing, developing, creating, adapting, modifying, exchanging, offering, selling, distributing, providing, creating, importing, trafficking in, or using technology,

1 products, services, devices, components, or parts thereof, that are primarily designed or produced
2 for the purpose of circumventing technological measures and/or protection afforded by
3 technological measures that control access to craigslist's copyrighted website and/or portions
4 thereof, and from inducing, encouraging, causing or materially contributing to any other person or
5 entity doing the same;

6 (g) Accessing or attempting to access craigslist's computers, computer
7 systems, computer network, computer programs, and data, without authorization or in excess of
8 authorized access, including, but not limited to, creating accounts or posting content on the
9 craigslist website, and from inducing, encouraging, causing, materially contributing to, aiding or
10 abetting any other person or entity to do the same;

11 (h) Manufacturing, developing, creating, adapting, modifying, exchanging,
12 offering, selling, distributing, providing, importing, trafficking in, purchasing, acquiring,
13 transferring, marketing or using any program, device, or service designed to provide an
14 automated means of accessing craigslist's website, automated means of creating craigslist
15 accounts, or automated means of posting ads or other content on the craigslist's website,
16 including, but not limited to, any program, device, or service that is, in whole or in part, designed
17 to circumvent security measures on the craigslist website;

18 (i) Repeatedly posting the same or similar content on craigslist, posting the
19 same item or service in more than one category on craigslist, posting the same item or service in
20 more than one geographic area on craigslist, and from inducing, encouraging, causing, assisting,
21 aiding, abetting or contributing to any other person or entity doing the same;

22 (j) Posting ads on behalf of others, causing ads to be posted on behalf of
23 others, and accessing craigslist to facilitate posting ads on behalf of others;

24 (k) Using, offering, selling or otherwise providing a third-party agent, service,
25 or intermediary to post content to craigslist;

26 (l) Misusing or abusing craigslist, the craigslist website and craigslist services
27 in any way, including, but not limited to, violating the craigslist TOUs; and
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1 (m) Accessing or using craigslist's website for any commercial purpose
2 whatsoever.

3 2. An order requiring Defendants to account for, hold in constructive trust, pay over
4 to craigslist, and otherwise disgorge all profits derived by Defendants from their unlawful
5 conduct and unjust enrichment as permitted by law;

6 3. An award to craigslist of damages, including, but not limited to, liquidated,
7 compensatory, statutory, and punitive damages, as permitted by law;

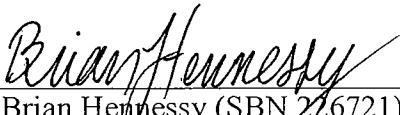
8 4. For an award of prejudgment and post-judgment interest; and

9 5. An award to craigslist of its costs of suit, including, but not limited to, reasonable
10 attorneys' fees, as permitted by law;

11 6. For such other relief as the Court deems just and proper.

12 DATED: November 5, 2008

PERKINS COIE LLP

13 By: 
14 Brian Hennessy (SBN 276721)
15 BHennessy@perkinscoie.com
16 Elizabeth L. McDougall (WA Bar No. 27026)
EMcDougall@perkinscoie.com

17 Attorneys for Plaintiff
18 craigslist, Inc.
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DEMAND FOR JURY TRIAL

Plaintiff hereby demands a jury trial of all issues in the above-captioned action which are triable to a jury.

DATED: November 5, 2008

PERKINS COIE LLP

By: Brian Hennessy
Brian Hennessy (SBN 226721)
BHennessy@perkinscoie.com
Elizabeth L. McDougall (WA Bar No. 27026)
EMcDougall@perkinscoie.com

Attorneys for Plaintiff
craigslist, Inc.

Exhibit A

craigslist > about > terms of use

CRAIGSLIST TERMS OF USE

1. ACCEPTANCE OF TERMS

craigslist provides a collection of online resources, including classified ads, forums, and various email services, (referred to hereafter as "the Service") subject to the following Terms of Use ("TOU"). By using the Service in any way, you are agreeing to comply with the TOU. In addition, when using particular craigslist services, you agree to abide by any applicable posted guidelines for all craigslist services, which may change from time to time. Should you object to any term or condition of the TOU, any guidelines, or any subsequent modifications thereto or become dissatisfied with craigslist in any way, your only recourse is to immediately discontinue use of craigslist. craigslist has the right, but is not obligated, to strictly enforce the TOU through self-help, community moderation, active investigation, litigation and prosecution.

2. MODIFICATIONS TO THIS AGREEMENT

We reserve the right, at our sole discretion, to change, modify or otherwise alter these terms and conditions at any time. Such modifications shall become effective immediately upon the posting thereof. You must review this agreement on a regular basis to keep yourself apprised of any changes. You can find the most recent version of the TOU at:

<http://www.craigslist.org/about/terms.of.use.html>

3. CONTENT

You understand that all postings, messages, text, files, images, photos, video, sounds, or other materials ("Content") posted on, transmitted through, or linked from the Service, are the sole responsibility of the person from whom such Content originated. More specifically, you are entirely responsible for each individual item ("Item") of Content that you post, email or otherwise make available via the Service. You understand that craigslist does not control, and is not responsible for Content made available through the Service, and that by using the Service, you may be exposed to Content that is offensive, indecent, inaccurate, misleading, or otherwise objectionable. Furthermore, the craigslist site and Content available through the Service may contain links to other websites, which are completely independent of craigslist. craigslist makes no representation or warranty as to the accuracy, completeness or authenticity of the information contained in any such site. Your linking to any other websites is at your own risk. You agree that you must evaluate, and bear all risks associated with, the use of any Content, that you may not rely on said Content, and that under no circumstances will craigslist be liable in any way for any Content or for any loss or damage of any kind incurred as a result of the use of any Content posted, emailed or otherwise made available via the Service. You acknowledge that craigslist does not pre-screen or approve Content, but that craigslist shall have the right (but not the obligation) in its sole discretion to refuse, delete or move any Content that is available via the Service, for violating the letter or spirit of the TOU or for any other reason.

4. THIRD PARTY CONTENT, SITES, AND SERVICES

The craigslist site and Content available through the Service may contain features and functionalities that may link you or provide you with access to third party content which is completely independent of craigslist, including web sites, directories, servers, networks, systems, information and databases, applications, software, programs, products or services, and the Internet as a whole.

Your interactions with organizations and/or individuals found on or through the Service, including payment and delivery of goods or services, and any other terms, conditions, warranties or representations associated with such dealings, are solely between you and such organizations and/or individuals. You should make whatever investigation you feel necessary or appropriate before proceeding with any online or offline transaction with any of these third parties.

You agree that craigslist shall not be responsible or liable for any loss or damage of any sort incurred as the result of any such dealings. If there is a dispute between participants on this site, or between users and any third party, you understand and agree that craigslist is under no obligation to become involved. In the event that you have a dispute with one or more other users, you hereby release craigslist, its officers, employees, agents and successors in rights from claims, demands and damages (actual and consequential) of every kind or nature, known or unknown, suspected and unsuspected, disclosed and undisclosed, arising out of or in any way related to such disputes and / or our service. If you are a California resident, you waive California Civil Code Section 1542, which says: "A general release does not extend to claims which the creditor does not know or suspect to exist in his favor at the time of executing the release, which, if known by him must have materially affected his settlement with the debtor."

5. NOTIFICATION OF CLAIMS OF INFRINGEMENT

If you believe that your work has been copied in a way that constitutes copyright infringement, or your intellectual property rights have been otherwise violated, please notify craigslist's agent for notice of claims of copyright or other intellectual property infringement ("Agent"), at

abuse@craigslist.org

or:

Copyright Agent
craigslist
1381 9th Avenue
San Francisco, CA
94122

Please provide our Agent with the following Notice:

- a) Identify the material on the craigslist site that you claim is infringing, with enough detail so that we may locate it on the website;
- b) A statement by you that you have a good faith belief that the disputed use is not authorized by the copyright owner, its agent, or the law;
- c) A statement by you declaring under penalty of perjury that (1) the above information in your Notice is accurate, and (2) that you are the owner of

the copyright interest involved or that you are authorized to act on behalf of that owner;

- d) Your address, telephone number, and email address; and
- e) Your physical or electronic signature.

craigslist will remove the infringing posting(s), subject to the the procedures outlined in the Digital Millenium Copyright Act (DMCA).

6. PRIVACY AND INFORMATION DISCLOSURE

craigslist has established a Privacy Policy to explain to users how their information is collected and used, which is located at the following web address:

http://www.craigslist.org/about/privacy_policy

Your use of the craigslist website or the Service signifies acknowledgement of and agreement to our Privacy Policy. You further acknowledge and agree that craigslist may, in its sole discretion, preserve or disclose your Content, as well as your information, such as email addresses, IP addresses, timestamps, and other user information, if required to do so by law or in the good faith belief that such preservation or disclosure is reasonably necessary to: comply with legal process; enforce the TOU; respond to claims that any Content violates the rights of third-parties; respond to claims that contact information (e.g. phone number, street address) of a third-party has been posted or transmitted without their consent or as a form of harassment; protect the rights, property, or personal safety of craigslist, its users or the general public.

7. CONDUCT

You agree not to post, email, or otherwise make available Content:

- a) that is unlawful, harmful, threatening, abusive, harassing, defamatory, libelous, invasive of another's privacy, or is harmful to minors in any way;

- b) that is pornographic or depicts a human being engaged in actual sexual conduct, including but not limited to (i) sexual intercourse, including genital-genital, oral-genital, anal-genital, or oral-anal, whether between persons of the same or opposite sex, or (ii) bestiality, or (iii) masturbation, or (iv) sadistic or masochistic abuse, or (v) lascivious exhibition of the genitals or pubic area of any person;

- c) that harasses, degrades, intimidates or is hateful toward an individual or group of individuals on the basis of religion, gender, sexual orientation, race, ethnicity, age, or disability;

- d) that violates the Fair Housing Act by stating, in any notice or ad for the sale or rental of any dwelling, a discriminatory preference based on race, color, national origin, religion, sex, familial status or handicap (or violates any state or local law prohibiting discrimination on the basis of these or other characteristics);

- e) that violates federal, state, or local equal employment opportunity laws, including but not limited to, stating in any advertisement for employment a preference or requirement based on race, color, religion,

sex, national origin, age, or disability.

- f) with respect to employers that employ four or more employees, that violates the anti-discrimination provision of the Immigration and Nationality Act, including requiring U.S. citizenship or lawful permanent residency (green card status) as a condition for employment, unless otherwise required in order to comply with law, regulation, executive order, or federal, state, or local government contract.
 - g) that impersonates any person or entity, including, but not limited to, a craigslist employee, or falsely states or otherwise misrepresents your affiliation with a person or entity (this provision does not apply to Content that constitutes lawful non-deceptive parody of public figures.);
 - h) that includes personal or identifying information about another person without that person's explicit consent;
 - i) that is false, deceptive, misleading, deceitful, misinformative, or constitutes "bait and switch";
 - j) that infringes any patent, trademark, trade secret, copyright or other proprietary rights of any party, or Content that you do not have a right to make available under any law or under contractual or fiduciary relationships;
 - k) that constitutes or contains "affiliate marketing," "link referral code," "junk mail," "spam," "chain letters," "pyramid schemes," or unsolicited commercial advertisement;
 - l) that constitutes or contains any form of advertising or solicitation if: posted in areas of the craigslist sites which are not designated for such purposes; or emailed to craigslist users who have not indicated in writing that it is ok to contact them about other services, products or commercial interests
 - m) that includes links to commercial services or web sites, except as allowed in "services";
 - n) that advertises any illegal service or the sale of any items the sale of which is prohibited or restricted by any applicable law, including without limitation items the sale of which is prohibited or regulated by California law. A partial list of prohibited items for sale and prohibited services offered is provided at the following web address for your convenience:

<http://craigslist.org/about/prohibited.items.html>
 - o) that contains software viruses or any other computer code, files or programs designed to interrupt, destroy or limit the functionality of any computer software or hardware or telecommunications equipment;
 - p) that disrupts the normal flow of dialogue with an excessive amount of Content (flooding attack) to the Service, or that otherwise negatively affects other users' ability to use the Service; or
 - q) that employs misleading email addresses, or forged headers or otherwise manipulated identifiers in order to disguise the origin of Content transmitted through the Service.
- Additionally, you agree not to:
- r) contact anyone who has asked not to be contacted, or make unsolicited contact with anyone for any commercial purpose;

- s) "stalk" or otherwise harass anyone;
- t) collect personal data about other users for commercial or unlawful purposes;
- u) use automated means, including spiders, robots, crawlers, data mining tools, or the like to download data from the Service - unless expressly permitted by craigslist;
- v) post non-local or otherwise irrelevant Content, repeatedly post the same or similar Content or otherwise impose an unreasonable or disproportionately large load on our infrastructure;
- w) post the same item or service in more than one classified category or forum, or in more than one metropolitan area;
- x) attempt to gain unauthorized access to craigslist's computer systems or engage in any activity that disrupts, diminishes the quality of, interferes with the performance of, or impairs the functionality of, the Service or the craigslist website; or
- y) use any form of automated device or computer program that enables the submission of postings on craigslist without each posting being manually entered by the author thereof (an "automated posting device"), including without limitation, the use of any such automated posting device to submit postings in bulk, or for automatic submission of postings at regular intervals.
- z) use any form of automated device or computer program ("flagging tool") that enables the use of craigslist's "flagging system" or other community moderation systems without each flag being manually entered by the person that initiates the flag (an "automated flagging device"), or use the flagging tool to remove posts of competitors, or to remove posts without a good faith belief that the post being flagged violates these TOU;

8. POSTING AGENTS

A "Posting Agent" is a third-party agent, service, or intermediary that offers to post Content to the Service on behalf of others. To moderate demands on craigslist's resources, you may not use a Posting Agent to post Content to the Service without express permission or license from craigslist. Correspondingly, Posting Agents are not permitted to post Content on behalf of others, to cause Content to be so posted, or otherwise access the Service to facilitate posting Content on behalf of others, except with express permission or license from craigslist.

9. NO SPAM POLICY

You understand and agree that sending unsolicited email advertisements to craigslist email addresses or through craigslist computer systems, which is expressly prohibited by these Terms, will use or cause to be used servers located in California. Any unauthorized use of craigslist computer systems is a violation of these Terms and certain federal and state laws, including without limitation the Computer Fraud and Abuse Act (18 U.S.C. Â§ 1030 et seq.), Section 502 of the California Penal Code and Section 17538.45 of the California Business and Professions Code. Such violations may subject the sender and his or her agents to civil and criminal penalties.

10. PAID POSTINGS

We may charge a fee to post Content in some areas of the Service. The fee is an access fee permitting Content to be posted in a designated area. Each party posting Content to the Service is responsible for said Content and compliance with the TOU. All fees paid will be non-refundable in the event that Content is removed from the Service for violating the TOU.

11. LIMITATIONS ON SERVICE

You acknowledge that craigslist may establish limits concerning use of the Service, including the maximum number of days that Content will be retained by the Service, the maximum number and size of postings, email messages, or other Content that may be transmitted or stored by the Service, and the frequency with which you may access the Service. You agree that craigslist has no responsibility or liability for the deletion or failure to store any Content maintained or transmitted by the Service. You acknowledge that craigslist reserves the right at any time to modify or discontinue the Service (or any part thereof) with or without notice, and that craigslist shall not be liable to you or to any third party for any modification, suspension or discontinuance of the Service.

12. ACCESS TO THE SERVICE

craigslist grants you a limited, revocable, nonexclusive license to access the Service for your own personal use. This license does not include: (a) access to the Service by Posting Agents; or (b) any collection, aggregation, copying, duplication, display or derivative use of the Service nor any use of data mining, robots, spiders, or similar data gathering and extraction tools for any purpose unless expressly permitted by craigslist. A limited exception to (b) is provided to general purpose internet search engines and non-commercial public archives that use such tools to gather information for the sole purpose of displaying hyperlinks to the Service, provided they each do so from a stable IP address or range of IP addresses using an easily identifiable agent and comply with our robots.txt file. "General purpose internet search engine" does not include a website or search engine or other service that specializes in classified listings or in any subset of classified listings such as jobs, housing, for sale, services, or personals, or which is in the business of providing classified ad listing services.

craigslist permits you to display on your website, or create a hyperlink on your website to, individual postings on the Service so long as such use is for noncommercial and/or news reporting purposes only (e.g., for use in personal web blogs or personal online media). If the total number of such postings displayed or linked to on your website exceeds one hundred (100) postings, your use will be presumed to be in violation of the TOU, absent express permission granted by craigslist to do so. You may also create a hyperlink to the home page of craigslist sites so long as the link does not portray craigslist, its employees, or its affiliates in a false, misleading, derogatory, or otherwise offensive matter.

craigslist offers various parts of the Service in RSS format so that users can embed individual feeds into a personal website or blog, or view postings through third party software news aggregators. craigslist permits you to display, excerpt from, and link to the RSS feeds on your personal website or personal web blog, provided that (a) your use of the RSS feed is for

personal, non-commercial purposes only, (b) each title is correctly linked back to the original post on the Service and redirects the user to the post when the user clicks on it, (c) you provide, adjacent to the RSS feed, proper attribution to 'craigslist' as the source, (d) your use or display does not suggest that craigslist promotes or endorses any third party causes, ideas, web sites, products or services, (e) you do not redistribute the RSS feed, and (f) your use does not overburden craigslist's systems. craigslist reserves all rights in the content of the RSS feeds and may terminate any RSS feed at any time.

Use of the Service beyond the scope of authorized access granted to you by craigslist immediately terminates said permission or license. In order to collect, aggregate, copy, duplicate, display or make derivative use of the Service or any Content made available via the Service for other purposes (including commercial purposes) not stated herein, you must first obtain a license from craigslist.

13. TERMINATION OF SERVICE

You agree that craigslist, in its sole discretion, has the right (but not the obligation) to delete or deactivate your account, block your email or IP address, or otherwise terminate your access to or use of the Service (or any part thereof), immediately and without notice, and remove and discard any Content within the Service, for any reason, including, without limitation, if craigslist believes that you have acted inconsistently with the letter or spirit of the TOU. Further, you agree that craigslist shall not be liable to you or any third-party for any termination of your access to the Service. Further, you agree not to attempt to use the Service after said termination. Sections 2, 4, 6 and 10-16 shall survive termination of the TOU.

14. PROPRIETARY RIGHTS

The Service is protected to the maximum extent permitted by copyright laws and international treaties. Content displayed on or through the Service is protected by copyright as a collective work and/or compilation, pursuant to copyrights laws, and international conventions. Any reproduction, modification, creation of derivative works from or redistribution of the site or the collective work, and/or copying or reproducing the sites or any portion thereof to any other server or location for further reproduction or redistribution is prohibited without the express written consent of craigslist. You further agree not to reproduce, duplicate or copy Content from the Service without the express written consent of craigslist, and agree to abide by any and all copyright notices displayed on the Service. You may not decompile or disassemble, reverse engineer or otherwise attempt to discover any source code contained in the Service. Without limiting the foregoing, you agree not to reproduce, duplicate, copy, sell, resell or exploit for any commercial purposes, any aspect of the Service. CRAIGSLIST is a registered mark in the U.S. Patent and Trademark Office.

Although craigslist does not claim ownership of content that its users post, by posting Content to any public area of the Service, you automatically grant, and you represent and warrant that you have the right to grant, to craigslist an irrevocable, perpetual, non-exclusive, fully paid, worldwide license to use, copy, perform, display, and distribute said Content and to prepare derivative works of, or incorporate into other works, said Content, and to grant and authorize sublicenses (through multiple tiers) of the foregoing. Furthermore, by posting Content to any public area of the Service,

you automatically grant craigslist all rights necessary to prohibit any subsequent aggregation, display, copying, duplication, reproduction, or exploitation of the Content on the Service by any party for any purpose.

15. DISCLAIMER OF WARRANTIES

YOU AGREE THAT USE OF THE CRAIGSLIST SITE AND THE SERVICE IS ENTIRELY AT YOUR OWN RISK. THE CRAIGSLIST SITE AND THE SERVICE ARE PROVIDED ON AN "AS IS" OR "AS AVAILABLE" BASIS, WITHOUT ANY WARRANTIES OF ANY KIND. ALL EXPRESS AND IMPLIED WARRANTIES, INCLUDING, WITHOUT LIMITATION, THE WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, AND NON-INFRINGEMENT OF PROPRIETARY RIGHTS ARE EXPRESSLY DISCLAIMED TO THE FULLEST EXTENT PERMITTED BY LAW. TO THE FULLEST EXTENT PERMITTED BY LAW, CRAIGSLIST DISCLAIMS ANY WARRANTIES FOR THE SECURITY, RELIABILITY, TIMELINESS, ACCURACY, AND PERFORMANCE OF THE CRAIGSLIST SITE AND THE SERVICE. TO THE FULLEST EXTENT PERMITTED BY LAW, CRAIGSLIST DISCLAIMS ANY WARRANTIES FOR OTHER SERVICES OR GOODS RECEIVED THROUGH OR ADVERTISED ON THE CRAIGSLIST SITE OR THE SITES OR SERVICE, OR ACCESSED THROUGH ANY LINKS ON THE CRAIGSLIST SITE. TO THE FULLEST EXTENT PERMITTED BY LAW, CRAIGSLIST DISCLAIMS ANY WARRANTIES FOR VIRUSES OR OTHER HARMFUL COMPONENTS IN CONNECTION WITH THE CRAIGSLIST SITE OR THE SERVICE. Some jurisdictions do not allow the disclaimer of implied warranties. In such jurisdictions, some of the foregoing disclaimers may not apply to you insofar as they relate to implied warranties.

16. LIMITATIONS OF LIABILITY

UNDER NO CIRCUMSTANCES SHALL CRAIGSLIST BE LIABLE FOR DIRECT, INDIRECT, INCIDENTAL, SPECIAL, CONSEQUENTIAL OR EXEMPLARY DAMAGES (EVEN IF CRAIGSLIST HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES), RESULTING FROM ANY ASPECT OF YOUR USE OF THE CRAIGSLIST SITE OR THE SERVICE, WHETHER THE DAMAGES ARISE FROM USE OR MISUSE OF THE CRAIGSLIST SITE OR THE SERVICE, FROM INABILITY TO USE THE CRAIGSLIST SITE OR THE SERVICE, OR THE INTERRUPTION, SUSPENSION, MODIFICATION, ALTERATION, OR TERMINATION OF THE CRAIGSLIST SITE OR THE SERVICE. SUCH LIMITATION SHALL ALSO APPLY WITH RESPECT TO DAMAGES INCURRED BY REASON OF OTHER SERVICES OR PRODUCTS RECEIVED THROUGH OR ADVERTISED IN CONNECTION WITH THE CRAIGSLIST SITE OR THE SERVICE OR ANY LINKS ON THE CRAIGSLIST SITE, AS WELL AS BY REASON OF ANY INFORMATION OR ADVICE RECEIVED THROUGH OR ADVERTISED IN CONNECTION WITH THE CRAIGSLIST SITE OR THE SERVICE OR ANY LINKS ON THE CRAIGSLIST SITE. THESE LIMITATIONS SHALL APPLY TO THE FULLEST EXTENT PERMITTED BY LAW. In some jurisdictions, limitations of liability are not permitted. In such jurisdictions, some of the foregoing limitation may not apply to you.

17. INDEMNITY

You agree to indemnify and hold craigslist, its officers, subsidiaries, affiliates, successors, assigns, directors, officers, agents, service providers, suppliers and employees, harmless from any claim or demand, including reasonable attorney fees and court costs, made by any third party due to or arising out of Content you submit, post or make available through the Service, your use of the Service, your violation of the TOU, your breach of any of the representations and warranties herein, or your violation of any rights of another.

18. GENERAL INFORMATION

The TOU constitute the entire agreement between you and craigslist and govern your use of the Service, superceding any prior agreements between you and craigslist. The TOU and the relationship between you and craigslist shall be governed by the laws of the State of California without regard to its conflict of law provisions. You and craigslist agree to submit to the personal and exclusive jurisdiction of the courts located within the county of San Francisco, California. The failure of craigslist to exercise or enforce any right or provision of the TOU shall not constitute a waiver of such right or provision. If any provision of the TOU is found by a court of competent jurisdiction to be invalid, the parties nevertheless agree that the court should endeavor to give effect to the parties' intentions as reflected in the provision, and the other provisions of the TOU remain in full force and effect. You agree that regardless of any statute or law to the contrary, any claim or cause of action arising out of or related to use of the Service or the TOU must be filed within one (1) year after such claim or cause of action arose or be forever barred.

19. VIOLATION OF TERMS AND LIQUIDATED DAMAGES

Please report any violations of the TOU, by flagging the posting(s) for review, or by emailing to:

abuse@craigslist.org

Our failure to act with respect to a breach by you or others does not waive our right to act with respect to subsequent or similar breaches.

You understand and agree that, because damages are often difficult to quantify, if it becomes necessary for craigslist to pursue legal action to enforce these Terms, you will be liable to pay craigslist the following amounts as liquidated damages, which you accept as reasonable estimates of craigslist's damages for the specified breaches of these Terms:

- a. If you post a message that (1) impersonates any person or entity; (2) falsely states or otherwise misrepresents your affiliation with a person or entity; or (3) that includes personal or identifying information about another person without that person's explicit consent, you agree to pay craigslist one thousand dollars (\$1,000) for each such message. This provision does not apply to Content that constitutes lawful non-deceptive parody of public figures.
- b. If craigslist establishes limits on the frequency with which you may access the Service, or terminates your access to or use of the Service, you agree to pay craigslist one hundred dollars (\$100) for each message posted in excess of such limits or for each day on which you access craigslist in excess of such limits, whichever is higher.
- c. If you send unsolicited email advertisements to craigslist email addresses or through craigslist computer systems, you agree to pay craigslist twenty five dollars (\$25) for each such email.
- d. If you post Content in violation of the TOU, other than as described above, you agree to pay craigslist one hundred dollars (\$100) for each Item of Content posted. In its sole discretion, craigslist may elect to issue a warning before assessing damages.
- e. If you are a Posting Agent that uses the Service in violation of the TOU, in addition to any liquidated damages under clause (d), you agree to

pay craigslist one hundred dollars (\$100) for each and every Item you post in violation of the TOU. A Posting Agent will also be deemed an agent of the party engaging the Posting Agent to access the Service (the "Principal"), and the Principal (by engaging the Posting Agent in violation of the TOU) agrees to pay craigslist an additional one hundred dollars (\$100) for each Item posted by the Posting Agent on behalf of the Principal in violation of the TOU.

f. If you aggregate, display, copy, duplicate, reproduce, or otherwise exploit for any purpose any Content (except for your own Content) in violation of these Terms without craigslist's express written permission, you agree to pay craigslist three thousand dollars (\$3,000) for each day on which you engage in such conduct.

Otherwise, you agree to pay craigslist's actual damages, to the extent such actual damages can be reasonably calculated. Notwithstanding any other provision of these Terms, craigslist retains the right to seek the remedy of specific performance of any term contained in these Terms, or a preliminary or permanent injunction against the breach of any such term or in aid of the exercise of any power granted in these Terms, or any combination thereof.

20. FEEDBACK

We welcome your questions and comments on this document in the craigslist feedback forum:

<http://forums.craigslist.org/?forumID=8>